

COMMENTS OF THE MICHIGAN POVERTY LAW PROGRAM ON HB 5199

The sponsors of this bill, especially Rep. Schor, deserve much credit for introducing this bill which has many good attributes. It offers a balanced¹, measured, and common sense approach to responding to bed bugs, and reflects current science and the need for cooperation between landlords and tenants to best remedy bed bug infestations.

As an organization that advocates on behalf of Michigan's poor, the Michigan Poverty Law Program analyzes bills for their impact on low-income households. Analysis of this bill identifies some issues of concern for low-income renters.

Preparation measures and their cost Performing the "preparation measures" (see Sections 1(F) and 1D(6)) for bedbug inspection and treatment (and the time frames for doing so) that the bill prescribes could be a hardship for several vulnerable tenant populations. These populations include persons with disabilities (for whom, the legislation would ideally note, a landlord may have to make reasonable accommodation, as required under state and federal fair housing law), low-income seniors, and extremely low income families. Making these tenants primarily responsible for having to dispose of infested personal property (including, as the H-3 sub requires, having to "render unusable" infested items, presumably, furniture), cleaning, moving furniture, and, as the sub further adds, using a clothes dryer to eradicate bed bugs "in clothing or other textiles", will be physically and financially burdensome for them (not to mention replacement costs for clothing, furniture and other items).

If a tenant is unable to perform these measures, a landlord must "offer reasonable assistance", but can charge a tenant for such assistance.² It's easy to see these charges quickly becoming unaffordable for already financially distressed tenants who may have no responsibility for an infestation. It would be best for these costs to be landlord borne, better for them to be shared, but at least, a landlord should be prohibited from using any nonpayment of these charges as a basis for a nonpayment of rent or termination of tenancy/lease summary proceedings eviction cases (landlords wouldn't forfeit a claim for these charges, just not be able to evict a tenant who hasn't paid them).

Similarly, a tenant who has made a good faith effort to comply with reasonable preparation measures should not be liable for damages under Section 1F.

Notice Concerning notice between landlords and tenants, the H-3 sub makes several troubling changes. These include (but are not limited to) requiring notice from tenants to be only by certified mail or email; removing the requirement that landlords affirmatively disclose to prospective tenants that a unit has been treated for bed bugs within the last past 6 months; and removing the proposed "scope of access" from an inspection notice.

There is much to like about HB 5199, but its shortcomings, especially in the H-3 substitute, make it difficult for advocates for Michigan's most vulnerable tenants to enthusiastically support.

¹ The H-3 substitute does seem to diminish that balance, because it appears all its substantive changes are advantageous only to landlords.

² The sub removes several protections for tenants on preparation measures, including provision for repayment plans, a 3rd party estimate, and a reasonableness cap both on the amount charged and on the performance measures to be performed.